

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT - CHANCERY DIVISION**

CITY OF CHICAGO
a municipal corporation

Plaintiff,

v.

COZZI IRON & METAL, INC.,

Defendant.

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The Honorable Judge Kinnaid

US EPA RECORDS CENTER REGION 5



509083

CONSENT DECREE

Plaintiff the City of Chicago ("City"), by its attorney, Corporation Counsel Mara S. Georges, and Defendant, Cozzi Iron & Metal, Inc., now known as Metal Management Midwest, Inc. ("Cozzi"), does hereby stipulate and agree as follows:

I.

STIPULATION OF USE AND AUTHORIZATION

The parties stipulate that this Consent Decree is entered into for purposes of settlement only and that neither the fact that a party has entered into this Consent Decree, nor any of the facts stipulated herein or agreements made herein, shall be used for any purpose in this or any other proceeding except to enforce the terms hereof by the parties to this Consent Decree.

By agreeing to the terms of this Consent Decree, Cozzi does not admit any of the allegations in the Amended Complaint. Further, it is understood, agreed and acknowledged that the parties enter into this agreement voluntarily, that the United States Environmental Protection Agency ("USEPA") has been consulted regarding the environmentally beneficial activities which Cozzi

agrees herein to undertake, and such environmentally beneficial activities may not be otherwise legally required."

The undersigned representative for each party certifies that he/she is fully authorized by the party whom he/she represents to enter into the terms and conditions of this Consent Decree and to legally bind the party he/she represents to this Consent Decree.

II.

STATEMENT OF FACTS

A. PARTIES

1. The City is a municipal corporation organized under the laws of the State of Illinois. All violations alleged in the Amended Complaint occurred within the corporate boundaries of the City of Chicago.

2. Defendant Cozzi is an Illinois corporation doing business in Cook County, Illinois, and is a wholly-owned subsidiary of Metal Management, Inc. Cozzi is in the business of scrap metal processing.

B. SITE DESCRIPTIONS

Cozzi owns and operates scrap metal processing facilities as it identifies and describes below. It is understood, agreed and acknowledged that the descriptions below are general and intended primarily for informational purposes. Operations at the sites may change or vary in nature and over time. Cozzi contends that it must (and does) sort recyclable metal products according to chemistry in order to maintain high-quality product and meet customer specification demands.

1. 350 N. Artesian ("Artesian Site")

At the Artesian site, Cozzi receives large pieces of scrap metal in a variety of forms, including appliances, vehicles, heavy cast iron, motors and metal turnings (i.e., bits of metal resulting from industrial processes). These large pieces are cut with torches and sent through a metal shredder which generates two streams of recyclable material. The first stream is shredded steel and iron that is sold to steel mills for remanufacturing and reuse. The second stream (referred to hereinafter as "Shredder Residue") is a mixture of all of the remaining nonsteel/iron components of the infeed to the shredders, including nonferrous metals (e.g., aluminum, zinc, copper, brass and stainless steel) mixed with nonmetallic components such as dirt, rubber, rocks, glass, plastic, foam and synthetic fiber. The Shredder Residue is transferred to the 96th Street Site (discussed immediately below) for further processing.

2. 3200 E. 96th Street ("96th Street Site")

At the 96th Street Site, Cozzi receives Shredder Residue (a substantial portion of which is recyclable) previously processed at other Cozzi facilities. Cozzi processes Shredder Residue through an Eddy Current Separation Unit that separates nonrecyclable and nonproduct material such as dirt, rubber, rocks, glass, plastic, foam and synthetic fiber (hereinafter referred to as "Auto Fluff") from (a) nonferrous metals which are sold for further segregation, remanufacturing and reuse offsite, and (b) residual ferrous metals which are returned to the Cozzi yard of origin for reprocessing and ultimate sale for remanufacturing or reuse. Auto Fluff is shipped on a daily basis under authorization from proper parties to various landfills.

3. 2355 and 2500 S. Paulina Street ("Main Yard")

At the Main Yard, which is located near the South Branch of the Chicago River, Cozzi purchases, processes and ships recyclable ferrous and nonferrous materials, including large pieces of ferrous scrap, appliances, vehicles and cast iron, and various grades of non-ferrous scrap. Materials may be cut, screened, baled, sorted or shredded at this location. Shredder Residue is shipped to the 96th Street Site for further processing. The Main Yard is located on an approximately 28-acre parcel of property located near the South Branch of the Chicago River. The Main Yard is divided into the following operational yards, each of which is necessary to allow for different processing techniques, ensure product quality and meet customer specifications:

a. **Yard 1** -- Yard 1 is the location where processing, storing and barge loading of ferrous materials occurs. Such ferrous materials may include, but need not be limited to the following: clips; borings; shredded and sheared ferrous product; heavy melt steel; plate and structural steel; turnings; bushelings and tubing. Aluminum is also processed and stored in Yard 1. In addition, there is an equipment shop located in Yard 1 that is used to service cranes, loaders and forklifts.

Ground surface conditions in Yard 1 have been improved with concrete, asphalt pavement and asphalt millings. An asphalt-paved access road extends from the vacated Paulina Street to near the western property boundary of Yard 1 and is used by trucks bringing material into and out of Yard 1. Concrete pads are located at the western property boundary for turnings storage, the baler, aluminum crusher, an apron located south of the Crane Shop and in areas containing storm water catch basins. Yard 1 was covered with approximately 18 to 36 inches of limestone gravel in the early 1980s when a vertical shaft to the Metropolitan Water Reclamation District

Deep Tunnel System located at the southeast corner of Yard 1 was constructed. Asphalt millings were placed over the limestone gravel across the yard and form the ground surface outside of the concrete pads and asphalt-paved access road. The asphalt millings provide support for substantial, discrete piles of recyclable metal being stored in Yard 1 prior to shipping.

b. **Maintenance Yard** -- The Maintenance Yard is where trucks and tractor trucks are maintained and parked. The entire Maintenance Yard property is covered with either asphalt paving, concrete or building.

c. **Yard 2** -- Heavy melt steel and plate and structural steel are processed by shear and stored on asphalt millings in Yard 2. In addition, large pieces of ferrous scrap metal are cut to appropriate sizes by torch in Yard 2. Ground surface conditions in Yard 2 have been improved with asphalt millings over gravel. Concrete exists beneath and surrounding the Harris Shear near the northwest corner of Yard 2, and an asphalt drive exists at the northern end of Yard 2, at its boundary with the Nonferrous Yard.

d. **Nonferrous Yard** -- The Nonferrous Yard is primarily used as a warehouse. It is also used to process and store nonferrous materials, including aluminum, copper, brass, zinc and stainless steel. Processing activities include sorting, baling and torch cutting. Materials are stored in bins, steel boxes, steel drums, discrete piles and large roll-off boxes, depending on the size and chemistry of each material. The ground surface in the Nonferrous Yard has been improved with asphalt, concrete or building.

e. **Yard 10** -- Yard 10 is used to shred vehicles, appliances and sheet metal in a Newell Shredder. Shredding is accomplished by hammermill technology (i.e., hammers affixed to a rotor).

Ferrous material is segregated magnetically from nonferrous material. The ferrous material is sold and shipped to steel mills for remanufacturing and reuse. Shredder Residue is shipped to the 96th Street Site for further separation.

The ground surface in Yard 10 has been improved with concrete, asphalt and compacted gravel. Concrete is located around the shredding plant and along the east property boundary of Yard 10. Asphalt has been placed beneath feedstock piles and on roadways. Approximately 90 percent of Yard 10 is covered with concrete or asphalt. The limited areas in Yard 10 that are covered with gravel are located away from scrap storage and processing, and are in the northeast and southeast corners of the yard. These limited areas of gravel cover are used to store extra equipment and miscellaneous material used by the operation.

f. **Weld Shop Yard** -- The Weld Shop Yard houses the weld shop and provides storage for empty trailers and boxes. Approximately 60 percent of the ground surface in the Weld Shop Yard has been covered with either asphalt paving, concrete or a building.

4. **1509 W. Cortland ("Cortland Site")**

The Cortland site abuts the North Branch of the Chicago River. At this site, Cozzi receives scrap metal, appliances, cast iron and other miscellaneous scrap from industrial manufacturers, residential and other sources. The material is sorted, sheared into smaller pieces, baled or otherwise prepared to be taken offsite for further processing or sale.

5. **9331 S. Ewing ("Ewing Site")**

The Ewing site borders the Calumet River. At this site, Cozzi receives vehicles, appliances, heavy cast iron and small motors from commercial and public sources. Such materials are cut, screened and shredded at this location. The ferrous material is sold and shipped to steel mills for

remanufacturing and reuse. Shredder Residue is shipped to the 96th Street Site for further processing.

6. 3151 S. California ("California Site")

The California Site abuts the Sanitary and Ship Canal ("Sanitary Canal"). At this site, Cozzi receives metals, vehicles and appliances for shredding. Shredded steel and iron is sold and shipped to steel mills by truck or barge. Shredder residue is shipped to the 96th Street Site for further processing.

C. ALLEGED VIOLATIONS AND PROCEDURAL HISTORY

1. On July 24, 1998, the City filed an eleven-count complaint against Cozzi, alleging multiple violations of the Municipal Code of the City of Chicago ("Code") and common-law nuisance relating to scrap-handling procedures at each of its seven sites. On August 3, 1998, the City filed its amended complaint ("Amended Complaint"), to correct a minor typographical error in the original complaint. The filing of Cozzi's answer to the Amended Complaint was stayed by order of this Court, dated October 22, 1999, following the entry of several agreed orders which extended Cozzi's period to answer or otherwise plead in response to the Amended Complaint.

2. The issues presented in this case are defined by the Amended Complaint.

III.

APPLICABILITY

This Consent Decree is entered into in order to resolve those issues that were raised or could have been raised in the Amended Complaint.

This Consent Decree shall apply to and be binding upon the City, Cozzi, the successors and assigns of Cozzi, and Cozzi's officers, agents and employees in their representative capacity only.

Cozzi shall not raise as a defense to any action to enforce this Consent Decree the failure of any of its officers, agents or employees to take such action as shall be required to comply with the provisions of this Consent Decree.

IV.

COMPLIANCE WITH OTHER LAWS AND REGULATIONS

Except as expressly provided herein, this Consent Decree in no way affects the responsibilities of Cozzi to comply with any applicable federal, state or local law, including but not limited to the Code.

V.

VENUE

The parties agree that the venue of any action commenced for the purpose of interpretation, amendment, implementation and enforcement of the terms and conditions of this Consent Decree shall be in the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

VI.

SEVERABILITY

It is the intent of the parties hereto that the provisions of this Consent Decree shall be severable. Should any provision of this Consent Decree be declared by a court of competent jurisdiction to be inconsistent with state or federal law, and therefore unenforceable, the remaining clauses shall remain in full force and effect.

VII.

JUDGMENT

A. JURISDICTION

This Court has jurisdiction of the subject matter of this Consent Decree and of the parties hereto.

B. OBJECTIVES

The objectives of this Consent Decree are to resolve the matters identified in Section III above in a manner that ensures the protection of public health, welfare and the environment in a cost-effective manner, to address certain concerns expressed by the USEPA, and to continue Cozzi's development of management practices that promote responsible environmental operations. The parties intend that this Consent Decree will result in the taking of certain specified measures, including the placement of certain management systems by Cozzi. It is further intended that the Consent Decree shall terminate individually and in the aggregate when Cozzi has completed such measures. See Section XVIII (Termination).

C. DESCRIPTION OF WORK ALREADY PERFORMED

1. Retention of an Outside Environmental Consultant and Preparation of a Comprehensive Site Management Plan

Cozzi retained CPI Environmental Services, Inc. ("CPI") to prepare a comprehensive Site Management Plan ("SMP") for the Main Yard. The SMP was initially completed on December 17, 1998. It has been revised from time to time in connection with discussions with the City and the USEPA. The SMP describes Cozzi's environmental management and control procedures and integrates principles of environmental stewardship and pollution prevention. Among other things, the SMP specifically provides for improvements at the Main Yard related to:

(a) compartmentalization of materials; (b) storm water and related environmental controls; (c) used oil and liquids collection, management and containment; and (d) facade modifications.

CPI prepared a Storm Water Pollution Prevention Plan ("SWPPP") related to the Main Yard. The SWPPP details Cozzi's plan for controlling storm water. It calls for a variety of strategies to be employed, including (but not limited to) the following: grading and contouring improvements; control technology, such as a semipermeable ultrafiltration system and/or control equipment to remove oil, grit, metals and other potential pollutants; numerous other site improvements, such as construction of a seawall berm, installation of concrete pads (as specified in the SMP) for certain material storage areas, secondary containment features and overhead covers; utilization of catch basins and oil/water separators; and best management practices.

2. Training, Inspection and Screening of Unauthorized Materials

Cozzi has performed the following work at each of the facilities identified in Sections II(B)(1)-(6):

- a. placed a large sign at the entrance to each facility listing materials which will not be accepted;
- b. placed an "Important Notice" bulletin board at the scale window for each facility notifying customers and others in Spanish and English regarding inspection for and rejection of unauthorized materials associated with incoming loads;
- c. posted notices at the scale window for each facility notifying customers that chlorofluorocarbons must be removed from all appliances prior to acceptance by Cozzi, and required each supplier to certify that all refrigerant (including chlorofluorocarbons and hydrochlorofluorocarbons) were removed from equipment prior to delivery to Cozzi;

- d. equipped each facility inspector with a specially ordered blaze orange hard hat and jacket identifying the individual as a "Scrap Inspector," such clothing being worn at all times;
- e. provided employee training and documentation regarding identification and screening of unauthorized materials; and
- f. evaluated each facility on a monthly basis based on adherence to company policies.

3. **Housekeeping Policy**

Cozzi has, following review and comment by the City, adopted and implemented a formal housekeeping policy regarding the management of the following: rubbish and debris occasionally received inadvertently in incoming loads; wooden pallets; used oil collection, storage and reuse; Shredder Residue; Auto Fluff; mud, dust and dirt; and the storage and dispensing of product oil and fuel. See Exhibit A hereto. This policy has been submitted to the USEPA for its review. Among other things, the housekeeping policy specifically provides for the following:

a. **General Principles:**

- (1) good housekeeping practices to help ensure that the facility is neat, clean, free from unnecessary debris, organized and properly managed; ensuring treatment of items not specifically addressed in the housekeeping according to common sense;
- (2) mandatory compliance with the housekeeping policy, and evaluation of Cozzi departments on compliance with the housekeeping policy; and
- (3) daily inspection of operating and processing areas.

b. **Rubbish and Debris** -- materials (e.g., cardboard boxes, wood, plastic, concrete or other non-recyclable material) that are inadvertently received in incoming loads shall be collected on a daily basis and placed in on-site receptacles specifically labeled "Rubbish" or "Debris." The

receptacles shall be picked up for disposal on a regular basis. A customer who delivers a load containing such material shall be notified in writing that Cozzi does not accept solid waste or garbage for disposal or processing, and that the customer's failure to comply with Cozzi's policy may result in termination of business relations;

c. **Wooden Pallets** -- all wood pallets are to be shredded on a regular basis, and accumulation of wood pallets shall only occur in connection with recycling operations.

d. **Used Oil Collection, Storage and Disposal** -- all used motor oil and used hydraulic oil shall be properly collected, containerized, stored and shipped to the Main Yard for burning in the furnaces on-site as allowed by 40 CFR 279 and 35 Ill. Admin. Code 739. Specifically:

(1) used oil collection containers shall be clean, rust-free and able to be sealed water-tight;

(2) used oil collection containers shall be sealed when not in use and during transport;

(3) used oil collection containers shall be stored on an improved surface and with secondary containment;

(4) spills or leaks of used oils must be contained immediately and cleaned up as follows:

(a) used oils moved from container to container shall be pumped using a hand or electric pump, and caution shall be taken to avoid spilling or leaking;

(b) ponded or pooled oil in secondary containment shall be pumped back into collection containers. Any oil residue must be cleaned up using oil absorbents and properly disposed;

(5) used oil storage drums shall be labeled such that the type of material contained in each drum, its collection date and the yard of origin are readily discernible;

(6) no more than 2 used oil storage drums shall be allowed to accumulate prior to delivery for offsite recycling or combustion in Cozzi furnaces.

e. **Shredder Residue** -- All Shredder Residue and Auto Fluff shall be handled in accordance with Cozzi's written solid waste management and disposal policy, which shall be maintained at each facility and made available for inspection by appropriate City personnel. Materials shall be stored in discrete piles based on the nature and composition of the stored material. Concrete barriers shall be used to maintain pile discreteness, it being understood that appropriate placement of barriers shall vary to allow operational flexibility. Except as contemplated in Section VIII (Force Majeure), material piles at the Main Yard (including product and material other than Shredder Residue) shall not exceed thirty (30) feet in height.

f. **Mud, Dust and Dirt** -- Roadways and improved surfaces at all facilities shall be kept as clean and free of mud and dirt as possible. Except for periods when impracticable due to inclement weather, the facilities shall employ sweepers, bobcats, loaders or other equipment on a daily basis to clean all improved surfaces of the yards. Dust suppressants shall be used as needed on roadways and other improved surfaces to help prevent dust from being generated by equipment, including trucks.

g. **Storing and Dispensing Oil and Fuel** -- All product oil and fuel shall be stored in accordance with applicable local, state and federal laws, rules and regulations, shall be on improved surfaces, shall have secondary containment, and shall be painted fire engine red and appropriately labeled "diesel fuel" or "gasoline" as the case may be. The product storage area shall be surrounded by barriers sufficient to prevent trucks or equipment from colliding with the storage tank. Any diesel fuel or gas dispensed shall be done in a manner to prevent spillage.

4. **Construction of a Seawall Berm, Setback from River and Development of Operating Procedures in the Barge-Loading Area**

Cozzi has begun construction of a seawall berm along that portion of the boundary of the Main Yard that abuts the West Fork of the South Branch of the Chicago River. The seawall berm, which is designed to help prevent storm water from the facility from directly entering the Chicago River, will be composed of a dense, compacted material (to be agreed to by Cozzi and the City within 30 days of execution of this Consent Decree), and will be approximately twenty-four (24) inches in height and four (4) feet in width when completed.

Cozzi has also developed operating procedures for the barge-loading area that minimizes the potential for material from the barge-loading area to enter the Chicago River.

Cozzi shall maintain a 20' setback between piles of recycled, processed or other materials and the Chicago River.

5. **Curbing**

Cozzi has commenced a dialogue with outside personnel regarding the placement of concrete curbing around significant production equipment at the Main Yard, such as the shredder in Yard 10 and the shear in Yard 2. See also Section VII(D)(4)(b).

6. Storage Tank Improvement at the Main Yard

Cozzi replaced a used fuel tank in the southeast corner of Yard 10 of the Main Yard with two smaller storage tanks that include secondary containment.

7. Fencing and Security

Cozzi has hired a project manager to ensure that each of the facilities identified in Sections II(B)(1)-(6) are enclosed by an opaque fence at least eight (8) feet high, except for portions of such facilities that adjoin waterways, where fencing would impair and impede loading and unloading operations. In addition, security at each of the facilities identified in Sections II(B)(1)-(6) has been enhanced to further prevent vandalism, theft and trespassing. Such security includes the presence of site personnel or electronic surveillance twenty-four (24) hours per day.

D. DESCRIPTION OF WORK TO BE PERFORMED AT THE MAIN YARD WHERE SUCH WORK HAS NOT BEEN PERFORMED ALREADY

1. Surfacing

In substantial conformance with the schedule attached hereto as Exhibit B, Cozzi shall make ground surface improvements as set forth below.

a. **Reinforced Concrete Surfacing:** To the extent not already surfaced by comparable material, areas where (i) substantial fixed operating equipment is operated, or (ii) fuel storage pads or oil storage pads or product oil-draining activities are present, shall be paved with a reinforced concrete slab underlaid by sub-base aggregate.

b. **Asphalt Surfacing:** Primary driveways and, to the extent automobile stripping will take place in the future, the automobile stripping pad in Yard 10 shall be paved with asphalt underlaid by sub-base aggregate.

c. **Surfacing for Turnings Storage Areas:** A sloped semi-permeable protective barrier shall be placed in the area near the concrete-surfaced turnings pad in Yard 1. Such protective barrier may consist of a heavy-duty synthetic liner (as reasonably approved by the City), over and covered by compacted engineered material. Material which may be stored on this liner-pad system include turnings, borings and bushelings.

d. **Additional Surfacing Measures in Yard 2:**

(1) Two additional paved driveways shall be developed. The driveways shall run in a north-south direction and exit on the vacated Paulina Street in the Main Yard.

(2) Subject to the City's reasonable approval, asphalt millings or comparable engineered material shall be used to improve the ground surface between paved surfaces in Yard 2 (except where process equipment or building structures are present). Cozzi shall visually inspect surfacing on a daily basis to monitor its efficacy in contributing to the control of storm water.

e. **Maintenance:** Improved surfaces shall be maintained in reasonable condition. If an improved surface becomes deteriorated, it shall be restored within a reasonable period of time. Improved surfacing at an area of the Main Yard where material is received shall be inspected on a daily basis and regraded periodically to facilitate proper storm water control.

f. Each requirement set forth in subsections 1(a)-(d) above shall be subject to the Notification and Certificate of Completion provisions of Section VII(F) of this Consent Decree.

2. **Storm Water Management**

a. **SWPPP Activities:** Cozzi shall implement the SWPPP immediately. Completion of improvement projects set forth in the SWPPP shall be in accordance with the schedule set forth in Exhibit B hereto. The Notification and Certificate of Completion provisions of Section VII(F)

of this Consent Decree shall apply following completion by Cozzi of the improvement projects set forth in the SWPPP.

b. Development of a Grade Maintenance Plan

(1) Within thirty (30) days following execution and entry of this Consent Decree, Cozzi shall retain a licensed civil engineer to prepare a Grade Maintenance Plan ("GMP"). Upon completion, the GMP shall be made an attachment to SWPPP for the Main Yard and shall be implemented accordingly. The GMP shall include, at a minimum, the following: figures that show both existing and proposed grades; direction of storm water flow to catch basins, treatment systems or other conveyance systems; rim and invert elevations and sewer pipe locations for existing and proposed catch basins; design of new drainage structures and runoff treatment systems to accommodate a twenty-five (25) year, twenty-four (24) hour storm event; and a demonstration that proposed drainage structures can adequately remove runoff from such a storm event.

(2) Cozzi shall provide the City with a draft GMP. Within thirty (30) days of receipt, the City shall provide Cozzi with written comments regarding the draft GMP, and Cozzi shall in good faith give effect to the City's reasonable comments. Thereafter, Cozzi shall submit a final GMP to the City.

(3) The Notification and Certificate of Completion provisions of Section VII(F) of this Consent Decree shall apply to the requirement set forth in Section VII(D)(2)(b)(2) above that Cozzi submit a final GMP with such content as is specified in Section VII(D)(2)(b)(1).

3. Compartmentalization

Cozzi makes significant efforts to maintain discrete storage areas and piles in order to produce high quality product throughout the Main Yard, and Cozzi has been certified as an ISO 9002 company.

a. **Yard 1 and Yard 2** -- Compartmentalization at Yard 1 currently consists of storing products in bins and storage piles. Turnings are stored on the turnings pad, and shredded products from the aluminum crusher (e.g., aluminum with copper, cast aluminum and sheet aluminum) are stored in bins at the aluminum crusher. The remaining products stored in Yard 1 shall be separated from adjacent products using moveable concrete dividers, except at loading and unloading areas. The perimeter of storage piles not adjacent to other products should provide access to the storage piles. Products shall be identified with signs near the perimeter of storage piles and bins.

b. **Nonferrous Yard** -- Compartmentalization at the Nonferrous Yard in the outside storage and processing areas may consist of storing products in large bins, steel boxes, steel drums, discrete piles and large roll-off boxes. Compartmentalization inside the warehouses may consist of bins and boxes. Products will be identified with signs or container labels.

c. **Yard 10** -- Shredder Residue generally shall be compartmentalized in large concrete bins along the west side of the shredder separation building and in the northwest corner of the concrete pad on the south end of the building. Storage of such material shall be on a temporary basis only, pending shipment to Cozzi's 96th Street Site for additional processing. However, discrete, temporary piles of Shredder Residue may also be stored temporarily (up to 60 days) on a concrete pad at the south end of the separation building. In addition, compartmentalization at Yard 10 may consist of storing feedstock material in discrete storage

piles; however, such products shall be identified with signs near the perimeter of storage piles and bins, or on a current site map.

4. Runoff Treatment Systems

a. Turnings, bushelings and borings shall be delivered on a concrete pad and subsequently stored on a sloped, low-permeable surface that collects fluids or storm water that come into contact with such turnings, bushelings and borings.

b. Cozzi shall use best management practices ("BMPs") to control oil and sediment that might enter the storm sewer system. BMPs may include, but are not limited to, the following:

- (1) daily sweeping of driveways and other asphalt surfacing;
- (2) separation or removal of fluids from the area where turnings or borings and storm water are stored;
- (3) secondary containment of petroleum storage vessels;
- (4) use of curbs around stationary hydraulic equipment;
- (5) regular removal of particulate matter from the operational yards; and
- (6) use of oil/water separators in selected areas.

5. Used Oil and Liquids Management

Secondary containment shall be provided for areas where liquids (i.e., new or used oil) are stored, processing equipment is operated or draining of products occurs. Calculations shall be performed, and made available, to demonstrate that the secondary containment measures selected by Cozzi are sized to contain at least one-hundred (100) percent of the volume capacity of the largest fluid container present in the area. Secondary containment structures shall be inspected on a daily basis for spills and storm water.

Standard operating procedures shall be developed within ninety (90) days after entry of this Consent Decree which describe the corrective action measures that Cozzi should take in the event that corrective action is necessary to address a spill or the presence of storm water in secondary containment areas. The Notification and Certificate of Completion requirements of Section VII(F) shall apply to the requirement that such standard operating procedures be developed; however, submittal of said standard operating procedures shall satisfy Cozzi's Notification obligation.

6. Particulate Matter and Surficial Staining

a. **Particulate Matter** -- Within sixty (60) days after receiving written certification that its obligation to submit the GMP has been satisfied, Cozzi shall inspect those areas of the Main Yard in which debris and other finely divided solid matter for which no commercial or recycling purpose exists have accumulated above the levels specified in the GMP (such other matter being referred to herein as "Particulate Matter"). Within 180 days thereafter, debris and Particulate Matter found to be at an elevation above the GMP levels shall be removed and disposed of offsite in accordance with applicable disposal requirements. Cozzi shall not be required to meet the deadlines in this paragraph if weather conditions reasonably prevent it from doing so. The Notification and Certificate of Completion provisions of Section VII(F) shall apply when the activities set forth in this paragraph have been completed.

b. Surficial Soil Staining

(1) The inspection described in subsection (a) above shall also attempt to visually identify areas of surficial soil staining. Cozzi shall address each area of visually identified surficial soil staining by excavating and properly disposing of stained soil, or by utilizing alternative methods including but not limited to those contemplated by 35 Ill. Admin. Code Part 742 (Tiered Approach

to Corrective Action Objectives). Nothing in this Consent Decree shall either require or preclude Cozzi's participation in a program such as the Site Remediation Program (codified by 415 ILCS 5/58 et seq. and 35 Ill. Admin. Code Part 740) with respect to such areas. The Notification and Certificate of Completion provisions of Section VII(F) shall apply when Cozzi has completed the activities set forth in this paragraph.

(2) Following completion of the inspection and remediation process described in subsections VII(D)(7)(a) and VII(D)(7)(b)(1) above, Cozzi shall visually examine processing areas during daily inspections in order to detect the presence of new areas of surficial soil staining. Any areas so identified shall be addressed in a manner consistent with this subsection within a reasonable period.

7. **Warming Plan**

Warming activities for outdoor employees shall be permitted. Warming activities shall not include open burning of waste; however, such activities may include the burning of wood in covered barrels pursuant to a plan ("Warming Plan") to be submitted by Cozzi within sixty (60) days following entry of this Consent Decree. The Notification and Certificate of Completion provisions of Section VII(F) shall apply; however, submittal by Cozzi of the Warming Plan shall satisfy Cozzi's Notification obligation.

8. **Fencing**: Within sixty (60) days following entry of this Consent Decree, Cozzi shall install an opaque fence around the perimeter of the Main Yard, except for portions of the facility that abut the Chicago River. The Notification and Certificate of Completion provisions of Section VII(F) shall apply when such fencing has been installed.

9. **Sea Wall Berm:** Within sixty (60) days following entry of this Consent Decree, Cozzi shall complete construction the seawall berm for which construction has been commenced along that portion of the boundary of the Main Yard that abuts the West Fork of the South Branch of the Chicago River. Cozzi shall not be required to meet the deadline in this paragraph if weather conditions reasonably prevent it from doing so. The Notification and Certificate of Completion provisions of Section VII(F) shall apply when construction of the seawall berm is completed.

10. **Modification of SMP:** It is understood and acknowledged that the provisions of the SMP may be amended from time to time to reflect legal or operational changes relating to the Main Yard. Cozzi shall notify the City in writing prior to instituting any material change to the SMP. Within five (5) business days, the City will respond to Cozzi in writing and identify any issues or concerns related to the proposed change(s). The parties shall meet to attempt to resolve differences between them, if any, regarding the City's comments.

E. DESCRIPTION OF WORK TO BE PERFORMED AT SITES OTHER THAN THE MAIN YARD

1. In accordance with the schedule set forth in Exhibit C hereto, Cozzi shall retain an outside consultant to prepare a separate SMP for the Artesian Site, 96th Street Site, Cortland Site, Ewing Site and California Street Site ("Cozzi SMPs").

2. Each SMP shall be similar, though not identical, in form and substance to the SMP prepared for the Main Yard. Specifically, each SMP shall contain the following, to the extent applicable:

- a. Plans and time lines for surfacing improvements, such as paving each site;
- b. Plans and time lines for regrading activities at each site to improve drainage;
- c. Plans and time lines for installing water treatment systems;

d. Plans and time lines for product and waste compartmentalization;

e. Plans and time lines for fencing each site, to the extent such fencing has not been completed as of the date of each respective SMP.

f. The SMPs for the Cortland Site, Ewing Site and the California Site shall include plans for creation of a seawall berm, and operating procedures to minimize the potential for material to enter respective waterways.

3. Sixty (60) days prior to the deadline for submitting a Cozzi SMP, Cozzi shall provide the City with a draft of the appropriate SMP. Within thirty (30) days of receiving a draft SMP, the City shall provide Cozzi with written comments regarding the draft SMP, and Cozzi shall in good faith give effect to the City's reasonable comments. The parties shall meet to attempt to resolve differences between them, if any, regarding the City's comments. Thereafter, Cozzi shall submit the Cozzi SMP in final form.

4. The Notification and Certificate of Completion provisions of Section VII(F) shall apply to the submittal of each Cozzi SMP; however, submittal by Cozzi of a final Cozzi SMP pursuant to subsection VII(E)(3) above shall satisfy Cozzi's Notification obligation with respect to the notification requirement for each individual Cozzi SMP.

5. **Fencing:** Within one-hundred (120) days following entry of this Consent Decree, Cozzi shall install an opaque fence around the perimeter of the Artesian Site, 96th Street Site, Cortland Site, Ewing Site and California Street Site, except for portions of the facility that abut waterways. The Notification and Certificate of Completion provisions of Section VII(F) shall apply when such fencing has been installed.

F. COMPLETION AND CERTIFICATION PROCESS

In any situation set forth in Sections VII(D) or VII(E) above which expressly (i) requires Cozzi to notify the City that it has completed a required activity ("Notification") and (ii) requires the City to certify that Cozzi has completed such activity in accordance with applicable requirements in this Consent Decree ("Certificate of Completion"), Cozzi's Notification shall be in writing, signed by either a company executive or environmental manager, and shall be provided to the City within a reasonable period following completion of the specified and required activity. Within thirty (30) days after Cozzi's Notification, the City shall submit to Cozzi in writing either (i) a Certificate of Completion for the activity subject to the Notification or (ii) a statement setting forth the City's reasonable disagreement regarding whether Cozzi has completed the activity subject to the Notification in accordance with applicable requirements of this Consent Decree ("Statement of Disagreement"). Failure by the City to provide Cozzi either a Certificate of Completion or a Statement of Disagreement within such thirty (30) day period shall constitute a Certificate of Completion by default. If the City timely provides a Statement of Disagreement, then Section X of this Consent Decree shall apply and govern resolution of such disagreement.

VIII.

FORCE MAJEURE

A. "Force majeure" for purposes of this Consent Decree is defined as any event arising from causes beyond Cozzi's control which delays or prevents the performance of any obligation under this Consent Decree. "Force majeure" generally shall not include increased costs or expenses associated with performance of the obligations under this Consent Decree but shall include events such as, but not limited to: construction season delays (e.g. due to weather); the City's rejection of

and/or delay in the approval of a plan or other document submitted to the City under the terms of this Consent Decree; delays in receipt of any required permit, license or approval from a government body or agency; acts of God; and labor disputes.

B. When an event occurs which will delay the timely completion of any obligation under this Consent Decree, whether or not caused by a "force majeure" event, Cozzi shall notify the City in writing within forty eight (48) hours of the occurrence of the event. Within 10 days of the occurrence of the event allegedly responsible for the delay, Cozzi shall also provide to the City in writing the reason(s) for and anticipated duration of such delay, the measures taken and to be taken by Cozzi to prevent or minimize the delay and the timetable for implementation of such measures.

C. If within 30 days of Cozzi's 48-hour notification, the City agrees that a delay is or will be attributable to a "force majeure" event, the parties shall modify the relevant schedules to provide such additional time as may be necessary to allow for the completion of the specific obligation.

D. If the City and Cozzi cannot agree whether the reason for the delay was a "force majeure" event, or whether the duration of the delay is or will be warranted under the circumstances, the City or Cozzi may invoke the dispute resolution provisions of this Consent Decree. Cozzi has the burden of proving "force majeure" by a preponderance of the evidence as a defense to compliance with this Consent Decree.

E. At no point within any of Cozzi's sites referenced herein shall the height of recyclable or recycled material and other materials brought on the sites exceed 30'. The Commissioner of DOE may, upon written application by Cozzi, grant variances from this requirement for processed material only on a site-specific basis. Upon written application for a

variance, the City will meet with Cozzi to discuss Cozzi's reasons for seeking a variance within 10 days of receipt of the written request, and will issue a decision on the variance request within 5 days of such meeting, or such other time as shall be agreed to by the parties.

IX.

TRANSFER OF INTEREST

In the event that Cozzi transfers any interest in any of its seven Sites prior to the completion of all activities required under this Consent Decree, Cozzi shall notify the transferee of this Consent Decree and provide a copy of this Consent Decree to the transferee.

X.

DISPUTE RESOLUTION

The parties shall use their best efforts to resolve all disputes or differences of opinion arising with regard to this Consent Decree informally and in good faith. If, however, disputes arise concerning substantive provisions of this Consent Decree which the parties are unable to resolve informally, either party may, by written motion, request that an evidentiary hearing be held before a judge of the Circuit Court of Cook County, County Department, Chancery Division, to resolve the dispute between the parties, provided the complaining party serves a notice of intent to file such motion on the other party 30 days prior to the filing of such motion.

XI.

CONTROLLING LAW

This Consent Decree is entered into in the State of Illinois and shall be construed and interpreted in accordance with the laws of the State of Illinois.

XII.

MODIFICATION AND WAIVER

This Consent Decree may not be altered, amended, changed, terminated or modified in any respect without the express written consent of the parties. No waiver by any party hereto of any breach or default under this Consent Decree shall be deemed a waiver of any other or subsequent breach or default under this Consent Decree.

XIII.

CORRESPONDENCE

Whenever, under the terms of this Consent Decree, notice, correspondence or other written communication is required to be submitted or forwarded by one party to another, it shall be directed by regular mail or by facsimile and regular mail to the individuals at the address specified below, unless those individuals or other respective successors give written notice to the other parties of another individual designated to receive such communications. Presently, notice to the individuals below shall constitute satisfaction of any notice requirement under this Consent Decree.

As to the City:

Alexandra Holt
Deputy Commissioner
Department of Environment
30 N. LaSalle Street, 25th Floor
Chicago, IL 60602
fax #: (312) 744-6451

With a copy to:

Susan J. Herdina
Deputy Corporation Counsel
Brian D. Bossert
Assistant Corporation Counsel
Department of Law
30 N. LaSalle Street, 9th Floor
Chicago, Illinois 60602
fax #: (312) 744-6798

As to Defendants:

Frank J. Cozzi
President, Cozzi Iron & Metal, Inc.
2232 South Blue Island Avenue
Chicago, Illinois 60608
fax #: (773) 254-8201

With copies to:

General Counsel
Metal Management, Inc.
500 N. Dearborn
Chicago, Illinois, 60610
fax #: (312) 645-0932

- and -

John M. Satalic
Mark R. Ter Molen
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
fax #: (312) 701-7711

XIV.

DISMISSAL OF CASE AND RELEASE FROM LIABILITY

In consideration of the actions Cozzi has taken and shall take pursuant to this Consent Decree, the City shall voluntarily dismiss City v. Cozzi Iron and Metal, Inc., 98 CH 9810 with

prejudice, and hereby releases, waives and discharges Cozzi from liability or penalties arising from violations of the Code and from any and all other claims and causes of action which were or could have been alleged in the City's Amended Complaint.

However, nothing in this Consent Decree shall be construed as a waiver (1) by the City of the right to (a) redress criminal liability, future violations of the Code or violations of the terms and conditions of this Consent Decree or (b) obtain penalties with respect thereto or (2) by Cozzi of the right to defend itself against claims by the City related to a matter described in this paragraph.

XV.

ENFORCEMENT OF CONSENT DECREE

Any party hereto, upon motion, may reinstate these proceedings solely for purposes of enforcing the terms and conditions of this Consent Decree. This Consent Decree is a binding and enforceable order of the Court and may be enforced as such.

XVI.

BINDING NATURE OF CONSENT DECREE

The terms of this Consent Decree shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, their successors and assigns.

XVII.

PERMIT PROCESS

The City agrees and acknowledges that the information provided by Cozzi in the SMP satisfies the application requirements set forth in Section 11-4-2530 of the Chicago Municipal Code. The City further agrees and acknowledges that the Cozzi SMPs, upon completion and certification of completion, will serve as Cozzi's permit applications. Provided that Cozzi substantially complies

with the deadlines contained herein for completing the Cozzi SMPs, the City hereby covenants not to sue Cozzi for failure to submit such applications or to possess a permit, and the City hereby certifies that the SMP process set forth herein shall operate in lieu of the permit process set forth in the Code. After each Cozzi SMP is completed pursuant to this consent decree, the City shall, at Cozzi's request, treat the SMP as Cozzi's application for each such facility and will grant or deny the application within 90 days. Provided that Cozzi timely submits such application(s), and consistent with the principles set forth at 5 ILCS 100/65(b), this paragraph shall continue in full force and effect until the City makes a final decision on the application, unless a later date is fixed by order of a reviewing court.

XVIII.

TRADE SECRET & CONFIDENTIAL BUSINESS INFORMATION

The City agrees to maintain and treat each Cozzi SMP as trade secret and confidential business information, and shall not disclose any information contained therein to the public, nor to any other third party without written assurance that such party will also treat such SMP(s) as trade secret and confidential business information.

XIX.

TERMINATION

Consistent with the objectives stated in Section VII(B) herein, the requirements of this Consent Decree shall be treated as severable, such that each requirement for which Notification and a Certificate of Completion are necessary shall terminate upon issuance of a Certificate of Completion by the City, whether in writing, by default or by a court of competent jurisdiction

04/18/00 TUE 07:55 FAX 312 646 0714

METAL MANAGEMENT

following dispute resolution as provided for in Section X. This Consent Decree shall terminate in its entirety by agreement when each requirement for which a Notification and a Certificate of Completion has been resolved in the manner set forth in this paragraph.

Dated: 4/18/00

COZZI IRON AND METAL, INC.

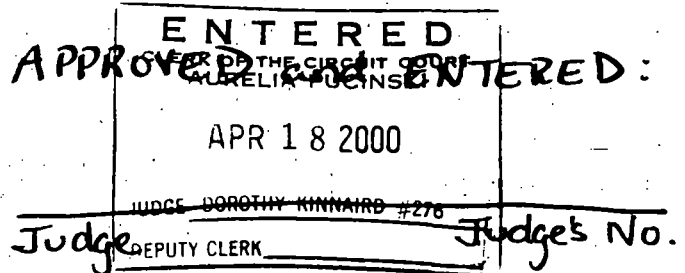
By: Frank J. Cozzi
PresidentCITY OF CHICAGO
DEPARTMENT OF ENVIRONMENTDated: 4/13/00By: William F. Abolt
CommissionerCITY OF CHICAGO LAW DEPARTMENT
Mara S. Georges
Corporation CounselDated: 4/18/00By: Brian D. Bousert
Susan J. Herdina
Deputy Corporation Counsel

EXHIBIT A

**METAL MANAGEMENT MIDWEST, INC.
HOUSEKEEPING POLICY**

TO: All Yard Managers and Assistant Managers
FROM: Frank Cozzi
DATE: February 2000

The following procedures are implemented immediately regarding general housekeeping at all sites. It is the strict policy of Metal Management Midwest, Inc. to operate all yards according to good housekeeping practices and to ensure, to the extent possible, that the yards are neat, clean, free from unnecessary debris, organized, and properly managed. While this policy specifically references proper handling of rubbish and debris, used oil generation, storage and transportation, dispersing product oils and gasoline, control of mud and dust, storage of inbound and outbound material, any items relating to good housekeeping not specifically covered must be addressed using common sense. Our policy is: If it is dirty or messy -- clean it up. Adherence to this policy is mandatory. Evaluation of your job performance depends on it. All managers/assistant managers must have (and document) quarterly meetings with their personnel regarding strict adherence to this policy.

Management of Rubbish, Debris, etc.

Periodically we receive materials in inbound loads that also may contain incidental amounts of non-recyclable material. These materials may include cardboard boxes, wood, plastic, concrete, or other non-recyclable material.

All of this material must be collected on a daily basis and placed in on-site receptacles specifically tabbed "Rubbish Only." The receptacles must be picked up for disposal on a regular basis or as-needed.

It is the job of our scrap inspectors to report to the site manager any customer that delivers a load containing miscellaneous non-recyclable material. The manager shall follow up with a written notice to the customer stating: "Metal Management Midwest, Inc. does not accept non-recyclable

material or garbage for disposal or processing. You have delivered or attempted to deliver miscellaneous non-recyclable material in your loads of scrap. Any further violations will result in rejection of the load, and may result in termination of all business."

Wooden Pallets

All wood pallets are to be shredded on a regular basis at the small crusher at the main yard. There should be no accumulation of wood pallets at any of the other yards, except as needed in active recycling operations. Each week, all pallets not in productive use must be shipped to the main yard for shredding. The shredded wood must be shipped for proper land disposal on a regular basis. No accumulation of either wood pallets or shredded wood shall be allowed.

Used Oil Management Plan

The following procedures are implemented at Metal Management Midwest, Inc. sites to comply with the applicable local, state and federal regulations for generators of used oil. The following used oil generator regulations are the standards that the company is required to comply with, and are attached to this policy: 40 C.F.R. § 279.20 through § 279.24; 35 Ill. Admin. Code § 739.120 through § 739.124. Regarding aggregation of used oil from Metal Management Midwest, Inc. sites to an aggregation point, the full regulations are required to be complied with and are attached hereto: 40 C.F.R. §§ 279.24, 279.32 and 35 Ill. Admin. Code §§ 739.124, 739.132. For those yards that are required to comply with the Spill Prevention Control and Countermeasure regulations, 40 C.F.R. Part 112, please refer to Metal Management Midwest, Inc.'s SPCC Plans regarding the specific yards.

SPECIFIC PROCEDURES

No Hazardous Waste Mixture

No used oils may be mixed with any potentially hazardous wastes or halogenated solvents, such as degreasing fluids, starter fluids, radiator fluids, paint, paint thinners, solvents, etc.

Collection and Storage of Used Oils

1. Any used oil storage at a single facility that is subject to the applicable Spill Prevention Control and Countermeasure (SPCC) regulations (storage of oils in excess of 1,350 gallons per facility) must be managed pursuant to the respective site's written SPCC Plan and the regulations under 40 C.F.R. Part 112 regulations.

2. All storage containers must be:

- a. in good condition (no severe rusting, apparent structural defects or deterioration); and
- b. not leaking (no visible leaks).

3. Labels:

- a. Containers and above-ground tanks used to store used oil at generator facilities must be labeled or marked clearly with the words "Used Oil."
- b. Fill pipes used to transfer used oil into underground storage tanks at generator facilities must be labeled or marked clearly with the words "Used Oil."

4. Response to Releases: Upon detection of a release of used oil to the environment, you must do the following: stop the release; contain the released used oil; clean up and manage properly the released used oil and other materials; and, if necessary to prevent future releases, repair

or replace any leaking used oil storage containers or tanks prior to returning them to service.

Specifically, please follow these fuel/oil spill kit procedures:

- a. Make sure you wear your Personal Protective Equipment (Safety Glasses, Rubber Gloves from spill kit).
- b. Cover sewers or drains with absorbent mats included in spill kits. It is very important to keep the spill away from any body of water or drains.
- c. Use absorbent booms to contain spill - tie booms from kits together to make larger booms.
- d. Use putty from kits to stop leak from tank, hose, or leak source.
- e. Use absorbent mats from kits to soak up leak on the ground.
- f. Dispose of absorbent materials with bags provided in spill kits - seal bags with ties provided and return to your dispatch base.
- g. Call dispatch and notify them of the leak and your actions. They will fill out an Incident Report (we must document our actions and how we disposed of the materials).

5. On-Site Burning in Space Heaters: Metal Management Midwest, Inc. may burn used oil in oil fired space heaters provided that:

- a. The heater burns only used oil that the owner or operator generates or used oil received from household do-it-yourself used oil generators;
- b. The heater is designed to have a maximum capacity of not more than 0.5 million Btu per hour; and
- c. The combustion gases from the heater are vented to the ambient air.

6. Off-Site Shipments to Aggregation Points at Other Metal Management Midwest, Inc. Facilities: Metal Management Midwest, Inc. may ship used oil to an aggregation point (for example, the Main Yard on Paulina Street) at other Metal Management Midwest, Inc. facilities, provided that:

- a. Metal Management Midwest, Inc. transports the used oil in a vehicle owned by the generator or owned by an employee of the generator;
- b. Metal Management Midwest, Inc. transports no more than 55 gallons of used oil at any time; and
- c. Metal Management Midwest, Inc. transports the used oil to an aggregation point that is owned and/or operated by the same generator.

Auto Shredder Residue and Auto Fluff

All ASR from the shredders should be handled in accordance with the written solid waste management and disposal policy.

All auto fluff generated at the rail yard should be handled in accordance with the written solid waste management and disposal policy.

Mud, Dust and Dirt

The roadways and all improved surfaces at all facilities shall be kept as clean and free of mud and dirt as possible. The facilities shall employ sweepers, bobcats, loaders or other equipment on a daily basis to clean all improved surfaces of the yards.

Regarding any equipment that generates or is capable of generating dust, including movement of trucks or equipment within the yard, dust suppressants shall be used and applied as needed.

Storage and Dispensing Oil and Fuel

All product oil and fuel shall be stored in accordance with applicable local, state and federal laws, rules and regulations, shall be on improved surfaces, shall have secondary containment, and shall be painted fire engine red and appropriately labeled "diesel fuel" or "gasoline" as the case may be. The product storage area shall be surrounded by barriers sufficient to prevent trucks or equipment from colliding with the storage tank.

Any diesel fuel or gas dispensed shall be done in a manner to prevent spillage.

Frank J. Cozzi, President
February 2000

p. 17, Delete 2nd full para. beginning with "What follows. . ." and insert the following:

"What follows is proposed penalty calculations for all the alleged CAA violations at the seven MMMI facilities in question. MMMI recognizes that there is a need to require completed certifications and training at each of its facilities that accept materials that may contain CFCs. The revised penalty calculation recognizes this need.

NOTICE TO INDUSTRIAL CUSTOMERS

– Industrial Scrap Containing Free Flowing Oils

We have been advised by the United States Environmental Protection Agency (USEPA) that delivery of scrap metal in trucks or containers with any free flowing liquids renders the entire load of scrap **used oil** and must be managed in accordance with the used oil generator, transporter and processor regulations found in **40 C.F.R. Part 279**, the federal regulations governing manufacturers of used oil. Metal Management Midwest, Inc. is not and does not intend to be a transporter or processor of used oils. Therefore, effective immediately, it is our strict policy that any loads of scrap delivered to our facility with free flowing liquids will not be accepted. Please take all necessary measures to ensure that the scrap generated by your facility does not contain free flowing liquids. Please contact your Metal Management Midwest sales person for more information on how we can work together to address this extremely important issue. We value your business and would be more than happy to discuss with you measures that can be taken to eliminate free flowing oils from scrap metal you generate. We hope to be able to continue to purchase your scrap materials while at the same time addressing the concerns of the USEPA and satisfying the requirements of the used oil generator, transporter and processor regulations.

METAL MANAGEMENT MIDWEST, INC.

EXHIBIT B

SURFACING AT MAIN YARD

AREA	Days 1-90	Days 91-180	Days 181-270	Days 271-361	Days 362-452	Days 453-543	Days 544-654	Days 655-730
Yard 1	backhoe/rock off pad			SOPS	dumping & storage pad			SOPS
Yard 2	asphalt millings					driveways		

SWPP IMPROVEMENTS AT MAIN YARD

AREA	Days 1-90	Days 91-180	Days 181-270	Days 271-361	Days 362-452	Days 453-543	Days 544-654	Days 655-730
Yard 1	regrade/catch basin							
Maint. Yard				secondary containment				SOPS
Yard 2	asphalt millings					driveways		
Yard 10		regrade/Abasin						
Weld Shop					regrade			

EXHIBIT C^{1/}

SITE	DRAFT SMP TO CITY	CITY COMMENTS TO COZZI	FINAL SMP TO CITY
96th Street	90 days after entry of consent decree	120 days after entry of consent decree	150 days after entry of consent decree
California	180 days after entry of consent decree	210 days after entry of consent decree	240 days after entry of consent decree
Artesian	270 days after entry of consent decree	300 days after entry of consent decree	330 days after entry of consent decree
Ewing	360 days after entry of consent decree	390 days after entry of consent decree	420 days after entry of consent decree
Cortland	450 days after entry of consent decree	480 days after entry of consent decree	510 days after entry of consent decree

^{1/} Cozzi may modify the order in which the SMPs are prepared, submitted and approved with the City's consent, which consent shall not be unreasonably withheld.